

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF NEW MEXICO

3
4 ALEJANDRO GONZALEZ-ALLER,

5 Plaintiff,

6 -vs-

NO: CIV 11 CV 105 LH-ACT

7
8 NORTHERN NEW MEXICO COLLEGE,

9 Defendant.

10
11
12 DEPOSITION OF ANTHONY SENA

13 November 2, 2011

14 1:00 p.m.

15 5732 Osuna Road, NE

16 Albuquerque, New Mexico

17
18 PURSUANT TO THE FEDERAL RULES OF CIVIL
PROCEDURE, this deposition was:

19 TAKEN BY: MICHAEL MOZES

20 ATTORNEY FOR PLAINTIFF

21 REPORTED BY: Jan Gibson, CCR, RPR, CRR
Paul Baca Court Reporters
500 Fourth Street, NW - Suite 105
22 Albuquerque, New Mexico 87102

23
24 EXHIBIT

25 tabbles
2

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1 Arts and Sciences in 2009, the spring of 2009?

2 A. No.

3 Q. Did any of the departments listed under
4 the College of Arts and Sciences in the spring of
5 2009 have a dean besides Alejandro?

6 A. No.

7 Q. As provost, do you have any duties or
8 responsibilities related to providing contracts to
9 staff personnel?

10 A. I approve all of the contracts. I do not
11 provide them.

12 (Note: Exhibit 3 marked.)

13 Q. Let me hand you what I have marked as Sena
14 3. It's the staff contract for Alejandro for the
15 position of dean, College of Math, Science and
16 Engineering. It's to run from July 1, 2009 and ends
17 May 31, 2010. It's an eleven-month contract and has
18 the salary amount written into it. You approved
19 this contract prior to the signature by
20 Mr. Gonzalez-Aller, right?

21 A. I did not.

22 Q. I thought you approved all the contracts.

23 A. I do now.

24 Q. In June of 2009 did you see this contract
25 before it was executed by Mr. Gonzalez-Aller?

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1 A. No, sir.

2 Q. Did you know in June of 2009 that the
3 president of the college was going to present
4 Mr. Gonzalez-Aller a contract for the position of
5 dean of the College of Math, Science and
6 Engineering?

7 A. No.

8 Q. So tell me how you first became aware that
9 this contract had actually been presented to
10 Alejandro?

11 A. During the course of these proceedings I
12 saw this contract.

13 Q. Is that how you first became aware that he
14 was actually given a contract for the dean position?

15 A. Actually, in fact of the contract, this is
16 the first time I became aware of it when I saw it.

17 Q. So are you saying on this record, sir,
18 that in July of 2009 you did not know that
19 Mr. Gonzalez-Aller had signed off on a contract to
20 be dean for the 2009/2010 school year?

21 A. I think in July I had seen -- late July I
22 had signed a Personnel Action Notice form which
23 indicated that, but I was not aware that it was as
24 dean. I mean, they were under consideration
25 throughout June, which is when this was signed.

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1 Q. Well, he had been dean during the
2 2008/2009 school year, right?

3 A. That is correct.

4 Q. And do you know for how long a period of
5 time Mr. Gonzalez-Aller had been dean there in the
6 College of Math, Science and Engineering?

7 A. I believe it was for about a year.

8 Q. So is it your testimony that he had only
9 signed one contract prior to this for the deanship
10 position?

11 A. As I understand that, correct.

12 Q. Now, in July of 2009 did you become aware
13 of insufficient funding from the State for the
14 college?

15 A. Yes. There were lots of questions at that
16 time.

17 Q. Can you tell me how you became aware of
18 that?

19 A. I served on the administrative team and
20 there was significant discussion on financial
21 impact.

22 Q. My question was very specific. I am
23 talking about insufficient funding. I'm not talking
24 about impact or anything like that. Did you become
25 aware in July of 2009 that there was going to be

Page 25

1 insufficient funding for school year 2009/2010?

2 A. The term is big, insufficient funding for
3 the institution. I oversee academic instruction, so
4 there were questions about enough funding to
5 implement the reorganization.

6 Q. There were questions. Did those questions
7 get resolved?

8 A. They are still pending, some of those.

9 Q. Did some of those questions get resolved?

10 A. Some.

11 Q. Would it be fair to say that in July of
12 2009 you do not know whether there would be
13 sufficient funding to cover the organization?

14 A. Clarify that question.

15 Q. My question to you, sir, is in July of
16 2009 did you know or did you not know whether there
17 was going to be sufficient funding to cover the
18 reorganization?

19 A. Did not know.

20 Q. Did you ever come to hold the opinion in
21 2009 that there was insufficient funding to
22 implement the reorganization?

23 A. Yes.

24 Q. When did you become aware of that?

25 A. Late July.

7 (Pages 22 to 25)

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1 **Albert Amador?**

2 A. I know Alberto Amador.

3 **Q. And was there an occasion where he was**
4 **sick for almost a whole semester?**

5 A. There was a time when he took the semester
6 off.

7 **Q. Because of sickness?**

8 A. He had illness, yes.

9 **Q. Was the person who came in to take over**
10 **that class or classes, were they put on an LOA?**

11 A. Absolutely.

12 **Q. Did you ever have a conversation with**
13 **Alejandro where you indicated to him that it was**
14 **time for Northern New Mexico College to start hiring**
15 **younger people because you were concerned about what**
16 **would happen when those administrating at the**
17 **college at the time would retire?**

18 A. I do not recollect that conversation, no.

19 **Q. Do you recollect being in a hallway where**
20 **you had a casual conversation with Alejandro and you**
21 **brought up it was time for Northern New Mexico to**
22 **begin hiring younger people?**

23 A. No.

24 **Q. Did Camilla Bustamonte have tenure when**
25 **she was appointed chair?**

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1 A. No. Tenure is not a contingency to be a
2 chair.

3 **Q. Let's take five minutes.**
4 **(Note: The deposition stood in recess at**
5 **4:42 to 4:49.)**

6 MR. MOZES: I have no further questions.
7 (Note: The deposition was concluded at
8 4:50).
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6 -vs- NO: CIV 11 CV 105 LH-ACT

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8 Defendant.

9
10 CERTIFICATE OF COMPLETION OF DEPOSITION

11 I, JAN GIBSON, CCR-RPR-CRR, DO HEREBY
12 CERTIFY that on November 2, 2011, the deposition of
13 ANTHONY SENA was taken before me at the request of,
14 and sealed original thereof retained by:

15 LAW OFFICES OF MICHAEL E. MOZES, PC

16 5732 Osuna Road, NE

17 Albuquerque, New Mexico 87109-2527

18 ☎ 505-880-1200

19 BY: MICHAEL MOZES

20 mozeslawoffice@gmail.com

21 I FURTHER CERTIFY that copies of this
22 certificate have been mailed or delivered to all
23 Counsel and parties not represented by counsel
24 appearing at the taking of the deposition.

25 I FURTHER CERTIFY that examination of this
transcript and signature of the witness was required
by the witness and all parties present. On

_____ a letter was mailed or delivered to Ms.
Williams regarding obtaining signature of the
witness. Corrections, if any, were appended to the
original and copies mailed to counsel and parties
present at the taking of the deposition.

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1 cost of the original and one copy of the deposition,
2 including exhibits, to MR. MOZES, is \$_____.

3 I FURTHER CERTIFY that I did administer
4 the oath to the witness herein prior to the taking
5 of this deposition, that I did thereafter report in
6 stenographic shorthand the questions and answers set
7 forth herein, and the foregoing is a true and
8 correct transcript of the proceeding had upon the
9 taking of this deposition to the best of my ability.

10 I FURTHER CERTIFY that I am neither
11 employed by nor related to any of the parties or
12 attorneys in this case and that I have no interest
13 in the final disposition of this case in any Court.

14
15 JAN GIBSON, CCR-RPR-CRR

16 Paul Baca Court Reporters

17 500 Fourth Street, NW - Suite 105

18 Albuquerque, New Mexico

19 License Expires: 12/31/11
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34 (Pages 130 to 133)